



The David J. Joseph Company

October 11, 1995

RECORDATION NO. 17254-F FILED 1695

OCT 16 1995 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee  
Interstate Commerce Commission  
12th & Constitution Ave., N.W.  
Room 2303  
Washington, DC 20423

Dear Ms. Lee:

Enclosed is an original and one copy of the Partial Termination of Security Agreement dated as of September 27, 1995, between the following parties:

Debtor: Shawmut Bank Connecticut, National Association  
777 Main Street  
Hartford, CT 06115

Security Trustee: Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, DE 19890-0001

The Security Agreement-Trust Deed to which this document is connected to is recorded under Recordation No. 17254-A and Security Agreement Supplement No.1 is recorded under Recordation No. 17254-C.

Please see Schedule A for the Equipment involved in this transaction.

Please file this agreement as a secondary document. The amount of \$21.00 is included in the enclosed check.

Sincerely,

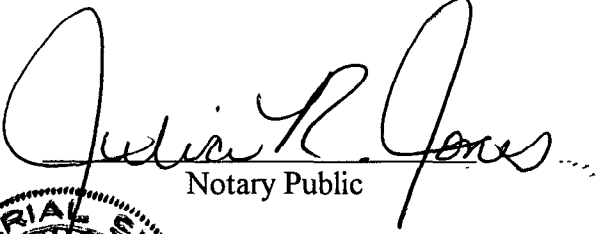
THE DAVID J. JOSEPH COMPANY

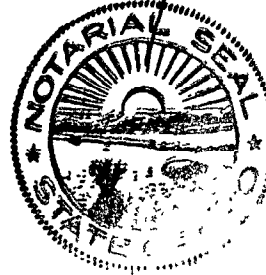
*Julia R. Jones*  
Julia R. Jones  
Documentation Assistant

Enclosures

**CERTIFICATE**

The undersigned, Julia Jones, a notary public in and for the County of Hamilton, State of Ohio, hereby certifies that the copy of the document attached hereto has been compared with the original and that the undersigned has found the copy to be complete and identical in all respects to the original document

  
Notary Public



**JULIA R. JONES**  
Notary Public, State of Ohio  
My Commission Expires Feb. 27, 2000

OCT 16 1995 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

PARTIAL TERMINATION OF SECURITY AGREEMENT

This Partial Termination of Security Agreement-Trust Deed, dated as of September 27, 1995, by and between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, successor to The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee ("Debtor") and WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Security Trustee ("Security Trustee").

WHEREAS, Debtor and Security Trustee are parties to a Security Agreement-Trust Deed, dated as of March 1, 1991 ("Security Agreement"); and

WHEREAS, the Security Agreement-Trust Deed was duly filed for recordation with the Interstate Commerce Commission ("ICC"), pursuant to 49 U.S.C. Section 11303, on March 15, 1991 at 1:10 p.m. and given Recordation Number 17254-A; and

WHEREAS, Security Agreement Supplement No. 1 was duly filed for recordation with the Interstate Commerce Commission ("ICC"), pursuant to 49 U.S.C. Section 11303, on March 15, 1991 at 1:10 p.m. and given Recordation Number 17254-C; and

WHEREAS, Debtor and Security Trustee desire to terminate and cancel the Security Agreement with respect to the equipment described herein and to record such termination and cancellation with the ICC;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, Debtor and Security Trustee, intending to be legally bound, agree as follows:

1. Debtor and Security Trustee hereby terminate and cancel the Security Agreement, effective September 27, 1995 with respect to the equipment described on Schedule A attached hereto (hereinafter, "Terminated Equipment").

2. The parties agree to record this Partial Termination of Security Agreement with the ICC so as to release any lien against the Terminated Equipment created by or arising out of the Security Agreement.

3. Nothing herein contained shall be construed to terminate and cancel the Security Agreement with respect to any equipment other than the Terminated Equipment hereinabove specifically described.

4. This Partial Termination of Security Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Partial Termination of Security Agreement.

IN WITNESS WHEREOF, the Debtor and Security Trustee have caused this Partial Termination of Security Agreement to be executed and delivered by their duly authorized officers as of the day and year first above written.

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION  
not in its individual capacity  
but solely as Owner Trustee  
**DEBTOR**

By: Shawn T. Kelly  
Its: Vice President

WILMINGTON TRUST COMPANY  
not in its individual capacity  
but solely as Security Trustee  
**SECURITY TRUSTEE**

By: \_\_\_\_\_  
Its: Vice President

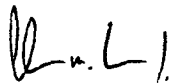
4. This Partial Termination of Security Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Partial Termination of Security Agreement.

IN WITNESS WHEREOF, the Debtor and Security Trustee have caused this Partial Termination of Security Agreement to be executed and delivered by their duly authorized officers as of the day and year first above written.

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION  
not in its individual capacity  
but solely as Owner Trustee  
**DEBTOR**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

WILMINGTON TRUST COMPANY  
not in its individual capacity  
but solely as Security Trustee  
**SECURITY TRUSTEE**

By:  \_\_\_\_\_  
Its: Vice President

STATE OF DELAWARE )  
 : SS.:  
COUNTY OF NEW CASTLE )

On this, the 27 day of September, 1995, before me, a Notary Public in and for said County and State, personally appeared John M. Pearson, to me personally known, who being by me duly sworn, says that he is a Vice President of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Margaret V. Petersen

Name: MARGARET V. PETERSEN  
Notary Public NOTARY PUBLIC  
My Commission Expires: My Commission Expires Aug. 23, 1997  
Residing in

STATE OF CONNECTICUT )  
 : SS.:  
COUNTY OF HARTFORD )

On this, the \_\_\_\_ day of September, 1995, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is a \_\_\_\_\_ of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in

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STATE OF DELAWARE )  
 : SS.:  
COUNTY OF NEW CASTLE )

On this, the \_\_\_\_ day of September, 1995, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is a \_\_\_\_\_ of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

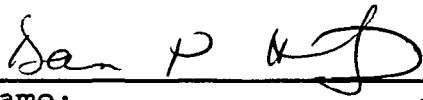
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in

STATE OF CONNECTICUT )  
 : SS.:  
COUNTY OF HARTFORD )

On this, the 27<sup>th</sup> day of September, 1995, before me, a Notary Public in and for said County and State, personally appeared SUEAN T KELLER, to me personally known, who being by me duly sworn, says that he is a VICE PRESIDENT of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

  
\_\_\_\_\_  
Name: **DAWN P. HELMS**  
Notary Public **NOTARY PUBLIC**  
My Commission Expires: **MY COMMISSION EXPIRES MAY 31, 1997**  
Residing in **SIMSBURY, CT**

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## SCHEDULE A

AEPX	2019
AEPX	2020
AEPX	2037
AEPX	2041
AEPX	2043
AEPX	2094
AEPX	2111
AEPX	2116
AEPX	2120
AEPX	2155
AEPX	2181
AEPX	2197
AEPX	2232
AEPX	2252
AEPX	2278
AEPX	2303
AEPX	2308
AEPX	2340
AEPX	2376
AEPX	2385
AEPX	2386
AEPX	2401
AEPX	2403
AEPX	2405
AEPX	2407
AEPX	2413
AEPX	2435
AEPX	2484
AEPX	2499
AEPX	2508
AEPX	2563
AEPX	2570
AEPX	2571